**BRUHAT BENGALURU MAHANAGARA PALIKE**
**Office of the Joint Commissioner (West)Bashyam Park, Sampige road, Sheshadripuram, Bengaluru-560020**

# SHORT TERM TENDER NOTIFICATION

## SUPPLY OF DATA ENTRY OPERATOR SERVICES TO BRUHAT BENGALURU MAHANAGARA PALIKEWEST ZONE OFFICES ON OUTSOURCEDBASIS

**Tender reference No: JC(W)/TEND/02/2024-25, Dt: 28-01-2025**

**TENDER SCHEDULE**

BRUHAT BANGALORE MAHANAGARA PALIKE

No: JC(W) /TEND/02/2024-25

Office of the Joint Commissioner
(West)
1st Floor, Bashyam Park, Sampige Road,
Sheshadripuram,
BENGALURU-560 020

Dated :

INVITATION FOR TENDER (IFT)

Short Term Tender Notification
Two cover System
(Through GOK KPPP Portal only)

1. The Joint Commissioner (Sest), BBMP, Bangalore invites short term tenders from eligible Contractors registered in Bruhat Bangalore MahanagaraPalike or equivalent registration with CPWD / KPWD / Railways / MES / National Highway or any State Government Organisations for the SupplyWorks. The tenderers may submit tenders for works given in the table through KPPP Portal of the Government of Karnataka (http:kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard bidding document uploaded in KPPP Portal.
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document.
3. Other details can be seen in the tender documents.
4. Biddersmust submit GST No. and Certificate.

| Sl. No. | Name of the Work | Estimate Cost (Rs. in Lakhs) | EMD (in Rupees) | Class for Eligible Contractor |
|---|---|---|---|---|
| 1. | Supply of Data entry operators services to BBMP west zone offices | 490.20 | 7,35,400/- | As per KPPP Portal |

| | | | | |
|---|---|---|---|---|
| | on outsourced basis. | | | |

**Time Schedule / Calendar of Events:**

| | | |
|---|---|---|
| 1. | Tender documents may be downloaded through KPPP Portal from : | From 29-01-2025 @ 4.30 PM |
| 2. | Date and time for Pre-bid meeting on: | On 03-02-2025 @ 4:30 pm |
| 3. | Last Date and Time for Receipt of Tenders : | 10-02-2025 at 4:00 Pm |
| 4. | Opening of Technical Bid : | 12-02-2025 @ 11:00 am |
| 5. | Opening of Financial Bid : | 13-02-2025 @ 4:30 pm |

**ELIGIBILITY CRITERIA:**

1. Aspiring Bidders/Contractors who have not registered in KPPP should register before participating through the website https://kppp.karnataka.gov.in
2. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
3. All the required information required for Bids must be filled and submit online.
4. GST will be paid extra for Tender Amount.
5. Corrigendum / Addendum / any other clarification will be published in kppp Portal only.
6. For details, registration and e-payment visit GOK kppp website https://kppp.karnataka.gov.in or contactkppp Helpdesk at 080 – 22441076
7. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

Sd/-
Joint Commissioner (West)

Copy Submitted to the:
1. Hon'ble Commissioner, BBMP for kind information.
2. Special Commissioner (Projects)/ Additional Commissioner (Finance) for kind information.
3. Engineer – in – Chief, BBMP for kind information.
4. Council Secretary to bring into notice of the Standing Committee (Major Works/ Zonal Works).
5. Chief Engineer (West zone) for kind information.
6. Superintending Engineer (West zone) for kind information.
7. The District Tender Bulletin Officer and the Deputy Commissioner, Bangalore Urban District with a request to publish the same in the District Tender Bulletin.
8. CAO / Chief Auditor for kind information.
9. I.T. Advisor with a request to publish the same in the BBMP Website.
10. All Executive Engineers with a Request to publish the same in the Display / Notice Boards.
11. AO(Project-Centl)/Accounts Superintendent/Cashier for information for necessary action.
12. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
13. Notice board / Office Copy.

Joint Commissioner (West)
BBMP.

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## SECTION 1

## SCOPE OF SERVICES

The Bidder is required to supply manpower as per monthly remunerationlike DATA ENTRY OPERATOR 91 Numbers& 2 Numbers of IT Co-Ordinator to BBMP west Zone offices, the number of data entry operators can be increased or decreased during the tenure of the contract to an extent of 25%.

The staff will be on the rolls of the **Service Provider** herein after referredas "**SP**" and shall not have any claim for continuation in Bruhat Bengaluru MahanagaraPalike herein afterreferredtoas"**BBMP**",andSPshallbeliabletocomplywithalltherequirementsoflaws of the land and rules/regulations of BBMPand Government of Karnataka andIndia.

TheadditionalrequirementofashortperiodtomeetthePeakOperational Requirement if any, on day-to-day basis is also to be met with at the same rate quoted for regularwork.

## DATA ENTRY OPERATORS' REQUIREMENT

| SL NO. | OFFICE NAME | POSTAL ADRESS | NUMBER OF DATA ENTRY OPERATORS REQUIRED | NUMBER OF IT Co-Ordinator REQUIRED |
|---|---|---|---|---|
| 1. | JC(West) BBMP, BENGALURU | Office of the Joint Commissioner (West) 1st floor, Bashyam Park, Sampige Road, Sheshadripuram, Bengaluru- 560020. | **91 Nos.** | **2 Nos.** |

## SECTION 2

## INSTRUCTIONS TOTENDERERS

1. **EligibleBidders**

The bidder should have carried out supply of skilled man power services / Data Entry Manpower Services / IT solutions (Hardware & Software) development &maintenance, / IT networking, IT consultancy / IT enable service & E- Governance project services (herein after referred as IT–enabled services)preferably Government/Public sector in last three years, with annual turnover of Rs. 10,00,00,000/- (Rs. Ten crores Only) from similar services.Certificate of satisfactory performance for the same has to befurnished.The bidder should own sufficient data bank of candidates so that continuity ofserviceis maintained and supplied to BBMP.

2. **Cost ofBidding.**

The Bidder shall bear all costs associated with the preparation and submission oftheir bidandBBMP,willinnocaseberesponsibleorliableforthesecosts,regardlessofthe conduct or outcome of the biddingprocess.

3. **Contents of BiddingDocuments.**

The bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the Bidding Documentsinclude:

a. Instruction to Bidders(ITB)
b. General Conditions of Contract(GCC)
c. Special Conditions of Contract(SCC)
d. Schedule ofRequirements
e. Technical Specifications/Qualificationcriteria
f. Bid Form and PriceSchedules
g. ContractForm

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect be at the bidder’s riskand may result in rejection of their bid.

## 4. Clarification of Biddingdocuments

4.1. A prospective bidder requiring any clarification of the bidding documents may upload queries through KPPP portal as per the tender schedule. Any corrections to the tender document will be issued as corrigendum/addendum in the KPPP portal.

## PREPARATION OF BID

## 5. Language ofBid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged should be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language (Kannada) provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shallgovern.

## 6. Documents Comprising theBid

The bid prepared by the bidder shall comprise the following components:

(a) A bid form and price schedule completed in accordance with terms and conditions.

(b) The documentary evidence to establish the bidder is eligible to bid andis qualified to perform the contract if their bid isaccepted

(c) Documentary evidence to establish the **ancillary** services to be suppliedby the bidder shall conform to the biddingdocuments

(d) Bid security depositfurnished in accordance with the termsandconditions.

## 7. BidForm

Hard copies including original will have to be provided at the time of the Technical evaluation as per therequest.

Technical details should be submitted along with documentary proof otherwiseevaluationwillbedoneignoringthatitemisnotavailable.

This format should not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected

Bidders shall furnish all the documents as specified in tender document. The bidders should send the entire bid documents i.e., complete tender document duly signed and stamped including all Annexure, bid formetc., as acceptance of all terms andconditions.

RatesshouldbequotedintheAnnexureforFeesStructureforSupplyofManpower (Financial bid) This format should not be changed in any manner

Additional/deletion/alterationofthetextwillautomaticallyrenderthetenderinvalid and therefore, will be summarilyrejected.

Thebidderisrequestedtoexamineallinstructions,forms,termsandspecifications in the Bid Documents, failure to furnish all theinformation required as per Bid Documents or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of theBid.

At any time, prior to the date of submission of bid/ BBMP may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents byamendments.

The amendments shall be notified in KPPP portal and these amendments will be binding onthem.

Bid security of unsuccessful bidders shall be returned after the tender awardedand accepted by the successfulbidder.

**8. BidPrices**

The supplier shall quote price as per fee structure annexure attached tobid document. The composite price should indicate all the types of Taxes, including services Taxetc., as applicable from time totime.

The price quoted by the bidder shall remain fixed during entire period of Contract & shallnotbesubjecttovariationonanyaccount.Abidsubmittedwithanadj

ustableprice quotation will be treated as non-responsive andrejected.

**9. BidCurrencies.**

Prices shall be quoted in Indian rupeesonly.

**10. Documents establishing bidder's eligibility andqualifications**

TheBiddershallfurnish,aspartofitsbiddocumentsestablishingthebidder'seligibility to bid and its qualifications to perform the Contract if its bid isaccepted.

The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the BBMPsatisfactions.

(a) That the bidder has the financial, technical and production capability necessaryto perform the contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information;

(i) The legal status, place of registration and principal place of business of the company or firm or partnershipetc.

(ii) Details of experience and past performance of the bidder on IT-enabled services within the past three years and details of current contracts in hand and other commitments

**11. Documents establishing service conformity to biddingdocument**

The bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all service and services which the bidder proposes to supply under thecontract.

**12. Bank SecurityDeposit**

TheSuccessfulbidder'ssecuritywillbedischargeduponthebidder'sacceptanceofthe award of CONTRACT SATISFACTORILY and furnishing the performancesecurity.

The Bank security deposit is required to protect the BBMP against risk of bidder's conduct which would warrant the security'sforfeiture.

EMD: Earnest MoneyDeposit:

payment has been relaxed. But undertaking in Rs. 20 Stamp Paper duly notarized has to be uploaded in the KPPP portal as per Annexure – A.

ANNEXURE-A

**EMD DECLARATION**

I,herbysubmitadeclarationthatthetendersubmittedbytheundersigned,onbehalfof the tender ..... (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period ofvalidity.

I, on behalf ofthetenderer.....(NameoftheTenderer),also acceptthefactthatinCasethetenderiswithdrawnormodifiedduringtheperiodofitsvalidity /extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, Then ..... (Name of the tenderer) will be barred for participation in the tenderingprocessFortheProcurementofthisProcurementEntityforaperiodofoneyearfrom the date ofdefault.

(Signature of the Authorized Signatory) (Official Seal)

Any bid not secured in accordance with Terms and conditions above will be rejected by the BBMP asnon-responsive.

The successful bidder’s bid security deposit will be discharged upon the bidders signing thecontract.

The bid security deposit may beforfeited;

(a) If a bidder withdraws its bid during the period ofbid validity of the bid.

(b) In case of successful bidder, if the bidderfails;

i) To sign thecontract.

ii) To furnish performancesecurity.

iii) Abidnotsecuredinaccordancewithtenderrequirementsshallberejected by the BBMP as non-responsive at the bid openingstage.

iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bidvalidity

**13. Format and Signing ofBid**

Bidder shall submit the Bid electronically before the submission date and time published in KPPPportal.

## SUBMISSION OF BIDS

**14. Sealing and Marking ofBids**

Bidder shall submit the Bid electronically before the submission date and time published.

**15. Deadline for submission ofbids**

Bids must be submitted on-line in the KPPP portal by the BBMP before the notified date andtime.

The BBMP may extend the deadline for submission of bids by issuing an amendment, whichincaseallrightsandobligationsoftheBBMPandtheBiddersprevio uslysubject to the original deadline will then be subject to the newdeadline.

**16. LateBids**

In online KPPP system, Bidder shall not be able to submit the bid after thebid submission time and date as the icon or the task in the KPPP portal will notbe available.

**17. Modification and Withdrawal ofBids**

Bidder has all the time to modify and correct or upload any relevant documentin the portal till Bid submission date and time, as published in the KPPPportal.

The Bidder may withdraw their Bid before the notified last date and time of Bid submission.

**18. Bidvalidity**

The bids shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected asnon-

responsive.

A bidder accepting the request of BBMP for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify theirbid.

## BID OPENING AND EVALUATION

### 19. Opening ofBids

BBMP will open online the First Covers of all the Bidders received through KPPP portal, in the presence of the Bidders or their authorized representatives onthedate,timeandtheplacespecifiedintheKPPPportal.Intheeventofthe specified date of Tender opening being declared a holiday for the BBMP, the Tenders will be opened at the appointed time and location on the next workingday.

BBMP shall inform the bidders on the Second Cover Tenderopening.

### 20. Process to beconfidential

Information relating to the examination, clarification, evaluation, and comparison of Bidsandrecommendationsfortheawardofacontractshallnotbedisclosedtobidders or any other persons not officially concerned with such processuntil the award to the successful Bidder has been announced. Any effort by the Bidder to influence the BBMP's processing of Bids or award decisions may result in the rejection of theirBid.

### 21. Clarification ofBids

During evaluation of Bids, BBMP may, at their discretion, ask any Bidder for clarification of their Bids, including breakdowns of unit rates. The request for clarificationandtheresponseshallbeinwritingorbycable,butnochangeinthepriceor substance of the Bid shall be sought, offered, orpermitted.

### 22. PreliminaryExamination

PriortothedetailedevaluationofBids,theBBMPwilldeterminewhether eachbid;(a) has digitally signed; and; (b) is substantially responsive to the requirementsof the Bid documents.

AbiddeterminedasnotsubstantiallyresponsivewillberejectedbytheBB MPandmay notsubsequentlybemaderesponsivebycorrectionorwithdrawalofthen onconforming deviation orreservation.

## 23. Evaluation and Comparison ofBids.

BBMP will evaluate and compare only the bids determined to be substantially responsive.

Ifthereisadiscrepancy,betweenwordsandfiguresandamountinwordss hallprevail. Prior to detailed evaluation, BBMP will determine the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without any material deviation. A bid determined as non-responsive will be rejected byBBMP.

## 24. ContactingBBMP

No bidder shall contact BBMP on any matter relating to its bid, from the time of bid opening to the time the contract isawarded.

Any effort by a bidder to influence BBMP in BBMP bid evaluation, bid comparisonor contract award decisions may result in rejection of the biddersbid.

A pre-bid meeting shall be conducted with the bidders after 10 days from the date of publication ofTender.

## AWARD OF CONTRACT

**25. Duration / Period ofContract**

Thecontractwillbeawardedfor2(Two)years(24months)andextendable foranother 24 months with same terms andconditions.

**26. Award ofContract**

BBMP shall consider placement of letter of Acceptance to those bidders (in duplicate) whoseoffershavebeenfoundacceptable.Thebiddersshallreturnonecop yoftheLOA in token of their acceptance along with the performance security and as per format shown in bid document within threedays.

**27. BBMP reserves right to vary quantities at time ofaward**

BBMP reserve the right at the time of award of contract to increase or decreaseup to 25% of the required quantity of services specified in the schedule of requirements without any change incharges.
In the Event of Emergencies like Elections, Pandemics etc. BBMP may require additional staffs. In that case, Bidder should be able to supply such numbers on immediate basis as per the quotedrates.

**28. BBMP reserves right to accept any bid and to reject any orbids**

BBMP shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion oftender, as it may deemfit,withoutassigninganyreasonthereofandwithoutincurringanyli abilitytothe affected bidder(s) for the action ofBBMP.

**29. PerformanceSecurity**

The successful bidder shall be required to deposit an amount of an equivalent to 5% of the total value of the contract (Payment released by BBMP for 24 months) within oneweekofconveyingBBMP,intentionforacceptingthebidas performancesecurity.

Performance Security shall be submitted in the form of demand draft issued by a Nationalized Bank other than co-op banks/unconditional Bank Guarantee in the Proforma of the bid document. The performance security does not bear or earn any interest.

Performance Security will be discharged after completion of service provider's performance obligations under thecontract.

If the service provider fails or neglects any of their obligations under thecontract it shall be lawful for BBMP to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resultingfrom suchfailure.

**30. Signing ofcontract**

Signing of Agreement shall constitute the award of contract on thebidder.

Upon furnishing the Performance Security by the successful bidder, BBMPshall discharge their bidsecurity.

**31. Annulment ofAward**

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in whicheventBBMPmaymaketheawardtoanyotherbidderatthediscretionofBBMP or call for newbids.

**32. Terms ofpayment**

The payment shall be made within 15 working days from the date ofreceipt of bill.

**33. Termination ofContract**

In case of any default by the service provider and in any of the terms & conditions (whether General, special statutory), BBMP may without prejudice toany other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one months notice in writing to the service provider.

All instructions, notice and communications etc., under the contract given in writing andifsenttothelastknownplaceofbusiness,shallbedeemedtobeserved

onthedate,
eveninordinarycourseofpostthesewouldhavebeendeliveredtotheserviceprovider.

Notwithstanding anything contained herein BBMP also reserves the right toterminate the contract at any time or stage during the period of contract, bygiving

one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

**34. Termination forInsolvency**

BBMP may also give in writing notice and without compensation to the service provider terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy ashirer.

**35. Insurance**

The insurance cover protecting the agency against all claims applicable under the workmen's compensation ACT 1948 and other statutory laws shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any person deployed by him even for short duration. In the event of anyliability/ claim failing on BBMP the same shall be reimbursed / indemnified by the service provider.

**36. Prices**

The rates should be on monthly basis. The rate quoted will be inclusive of all components but excluding service tax component, which will have to be charged asper prevailingrules.

**37. Pricerevision**

No escalation is admissible on any account what-so-ever during the contract period, except theVDA.

**38. ForceMajeure**

If any time, during the continuance of this contract, the performance in wholeor in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notices of happenings, of any such eventualityisgivenbyeitherparttotheotherwithin21daysfromthedateo

foccurrence thereof,neitherpartyshallbyreasonofsucheventbeentitledtoterminate thiscontract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after which an event may come to an end or cease to exist, and the decision of BBMPasto whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such even for a period exceeding 60 days either part may, at their option terminate the contract.

**39. Arbitration**

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Commissioner of BBMP or any other person appointed by him. In case their designation is changed or their office is abolished then in such case tothe sole arbitrationoftheofficerforthetimebeingentrustedwhetherinadditiont othefunction of the Commissioner or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matterisoriginallyreferredtovacatestheirofficeonresignationorother wiseorrefuses todoworkorneglectingtheirworkorbeingunabletoactasArbitratorfora nyreasons, whatsoever, the Commissioner of BBMP shall appointed another person to act as Arbitrator in the place of outgoingArbitrator and the person so appointed shall be entitled to proceed further withthe reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties.ServiceProviderwillhavenoobjectioninanysuch appointmentthatarbitrator so appointed is an employee of BBMP or

a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of theirduties as a BBMP employee he has expressed their views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and conciliation Act 1996, or any statutory modificationor re-enactment three of any rules madethereof.

The venue of Arbitration proceedings shall be Office of ZC(West), Bashyam Park, Sampige Road Sheshadripuram BBMP Office, Bengaluru or such other place as the arbitrator maydecide.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award Subject to aforesaid arbitration and conciliation Act 1996, and the rules made there under, any modification thereof forthe time being in force shall be deemed to apply to the arbitration proceedings thisclause.

**40. Set off (Recovery of SumDue)**

AnysumofmoneydueandpayabletotheServiceProvider(includingsecuritydeposit refundable to him) under this contract may be appropriated by BBMP and set off the same against any claim of BBMP for payment of a sum of money arising out of this contract or under any other contract made by Service Provider withBBMP.

Intheeventsaidsecuritydeposit/ performanceguaranteebeinginsufficientthebalance of total amount recoverable, as the case may be shall be deducted from any sum ofdue totheServiceProviderunderthisoranyothercontractwithBBMPshouldthisamount beinsufficienttocoverthesaidfullamountrecoverable,the ServiceProvidershallpay to BBMP on demand the balance amount, if any, due to BBMP within 30 days of the demand byBBMP.

If any amount due to the company is so set off against the said security deposit, the serviceprovidershallhavetomakegood,thesaidamountsosetofftobringthesecurity deposit to the original value immediately by not later than 10days.

**41. Other Statutory Obligations and General Term &Condition**

1. Service provider here in after called “SP” shall be incorporated under the companies Actof1956adheringtoallState/CentralGovernmentlaws/ActsundercontractLabor Laws
2. Service provider will obtain necessary specific License from the Labour Department / Inspector of Factories / Shops / Labour for undertaking serviceContracts.
3. **Iftheservicecontractcontinuesbeyondtheperiodof24months,then theSPshall have to renew thelicense/contract.**
4. SP shall comply with all terms / obligations including record maintenance as per contract Labor (Regulation and Abolition) Act,

1970 and Workmen’s Compensation Act.

5. Wages/ SalarieswillbeasperthecomplianceofMinimumWagesAct.IftheSPdon ot adheretotheMinimumWagesAct,theBBMPshallreservetherighttoded uctthesuch amount payable to the SP that fall short of the Minimum Wages Act and pay directly to such of the persons to whom such short amount was paid by theSP.

6. SP should provide sincere and dedicated staff and ensure that the staffs possess prescribed qualification and experiences.
7. Thecandidateshouldbe18yearsaboveandbewellversedinKannadaand Englishfor the outsourcedservices.
8. The staff engaged by the SP should be courteous, well mannered and with clear antecedents.
9. Proposed name, address and telephone number of the staff, who will attendthe duties willhavetobefurnishedwiththeagreemententered,intoafterverificatio nofthesame.
10. The SP shall not change the staff frequently, any Change without ZC(West)consent No attendance and no payment will be made for thesame.
11. The SP alone will be responsible for payment of gratuity, contributiontowards ESI/PF and other benefits as per Labor laws and the BBMP shall not be liable for any claims ordisputes.
12. TheSPshallbeliableforallviolationsoflaws,rulesand regulations.
13. The staff of the SP shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws. The BBMP will notprovide any residential or transportfacility.
14. The monthly rate will be calculated on the basis of the number of days of actual deployment.
15. The DCF (West) to deduct income tax and other taxes as applicable and as per the existing rules, Act(s) and notification from time totime.
16. The SP shall make necessary and prompt arrangement of alternative staff incase the staff engaged proceeds on leave for more than 2 days. The data regarding the staff engaged / changed / withdrawn should be linked and updated to the BBMP data base on daily basis, 24**X**7 as per RTIprovisions.
17. In the event of default on part of the SP to provide requisite number of staffduring the period of contract, the contract will be terminated and entrustedto another SP / Firm at the risk and cost of the defaulting SP /Firm.
18. If at any point of time during the currency of contract, BBMP

finds that the services rendered by the SP are found unsatisfactory, it will be at liberty to obtain the services from alternative source at the risk and cost ofSP.

19. The personnel are employees of SP will be subject to their overall control and superintendence and they are not subjected to any rules, regulations and service conditions of theBBMP.

20. TheBBMPshallpaytotheSPfortheirservicesunderthisagreemento nmonthlybasis, for supply of staff/job, the charges inclusive of service tax asapplicable from time to time. The SP shall submit a tax invoice inclusive of service tax for securing each such payment and the BBMP shall ensure that payment is arranged within 15 working days of the submission of the tax invoice. Responsibility of payment of service tax to the concerned authorities shall lie with the SP. However, proof of such payment to be furnished to the BBMP Chief Accounts Officer forrecords.

21. Notwithstanding anything contained in this tender, the SP shall be liable for any loss / damage, delay or acceptance of whatsoever nature whether direct or indirect or which have occurred / resulted solely from the negligence, gross negligence or willful default of the SP or their employees or agents employed by them in connection with the contract.

22. The SP will not do or permit to be done anything, which might cause any breach or infringement of the laws andregulations.

23. If the SP fails to meet the obligations under this agreement for any reasons within the control of SP, the BBMP may give notice to the SP of the default, requiring them to rectify/remedy it as soon as practically possible. In the event that the SP fails to rectify/remedy within 2 days, to the satisfactionof the BBMP, the BBMP shall be entitled to terminate the Agreement with immediate effect by notice in writing at risk and cost of theSP.

24. Anynoticetobegivenbyeitherpartytotheotherpartyshallbeinwriti ngmaybesent by E-mail, registered post of by personnel service with dueacknowledgment.

25. The address of the parties for service of such communication shall be as intimated in writing from time totime.

26. Zonal Commissioner (West) shall have the right to instruct in writing to the SP to remove any person engaged for rendering services on account of misconduct or not found co-operative or unfitotherwise.

27. The SP shall supply to each of the workers engaged by him a valid identity card. The identity card so supplied shall bear the

worker’s name, designation, signature and attested copy of photograph, age and blood group., The SP shall ensure that these employees always carry with them their valid identity card while on duty. Theworkers may not be permitted toperform the work in case they do not carry the valid identity cards.

28. The SP not to take any action in relation to handling their employees as mayadversely affect the existing labour relations of the company and cause dispute and unrest of the employees of the company. If he does so, he is liable to pay damages toBBMP.

29. It is expressly understood and agreed by and between SP and BBMP that, BBMP is entering into this agreement solely on its own behalf and not on behalf of any other personorentity,inparticular,itisexpresslyunderstoodandagreedthatth eGovernment of Karnataka or Government of India is not a party to this agreement and has no liabilities, obligation of rights hereunder. It is expressly understood and agreed that BBMP is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contractlaw.TheSPexpresslyagrees,acknowledgesandunderstandsth atBBMPisnot an agent, representative or delegate of the Government of Karnataka or Government of India and Governments andshall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of thecontract.

30. The SP shall also comply with all necessary provision under the relevant Acts, Rules and Regulations and liable to pay for damages arising due to non compliance and shall be bound to bear the cost of defence of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non compliance of the aboveprovisionsandtopaydamagesandcostswhichmaybeawardedina nysuchsuit, action orproceedings to any such person or which may with the consent of the SP be paid in connection with any compromise or claims by suchperson.

31. The SP or their employees shall not carry any hazardous

explosives, ammunitions or engage in any anti social activities, The SP shall not deploy terrorists, convicts etc., in BBMP and it will be the sole responsibility of the SP to verify the antecedents of the manpowerengagedbythem.TheConsortiumofficeshallnotassumeanyresponsibility or liability for violations of theLaw.

32. The employees of the Service Provider will be entitled for only gazette Holidays declared by BBMP and a casual leave of one day for every month, totaling to 12 days per annum. Any other types of leaves applicabletoregular/contract employees of BBMP will not be applicable to these employees.

33. This appointment through agency shall not be construed as an appointment in any regular scale of pay or shall not be intended to give rise to any claimswhatsoever as to appointment on permanent basis etc., inBBMP.

34. The staff supplied by the SP shall perform their duties diligently and maintain due secrecyinrespectofconfidentialinformationwhichhemaycometoknowinthecourse of theirduties.

35. The staff / workmen so engaged in the contract shall not divulge anyinformationto anybody or matter concerning the decision of the Board / Committee/DPetc.,

36. The manpower engaged by the SP shall at all time take steps to ensure and protect the interest of BBMP and render professional services with utmost integrity, interest, honesty, devotion anddiligence.

37. The SP shall furnish to Chief Accounts Officer the copies of various returns submitted tothelabourAuthoritieslikePF.ESIetc.,alongwithmonthlybills.Also,asignedcopy of pay slips of all staff deployed to BBMP to be submitted with monthly bills as proof of payment to staff so paid by the BBMP. Monthly statements showing PF & ESI of each staff along with PF & nos. to be attached and a copy of deduction statement showing PF and ESI shall be given to employees everymonth.

38. The SP shall indemnify and hold harmless the BBMP against any and all claims, demands and / or judgments of any nature

brought against the BBMParising out of the services by the Service Provider and its staff under the contract, the obligation under this Clause shall survive the termination of theContract.

39. In this tender document the works of company and client means BBMP only, Further Agency and Firm means the Service Provider(SP)

40. The tenders will be evaluated based on the evaluation criteria shown in thetender.

41. ThesuccessfulSPwillhavetofurnishperformancesecuritysumofequivalentto3.0% of the total value of the contract (Payment released by BBMP for 24 months) in the form of demand draft from any scheduled bank other than co-operative banks, which will not bear or earn any interest in the name of the Commissioner,BBMP.

42. DuringthetenureofthecontractBBMPreservestherighttoeitherincreaseordecrease the no ofstaff.

43. Thecontractorshallnotassignthiscontractorsub-contractanyportionwithoutBBMP prior writtenconsent.

44. BBMP desires to award the work to the agency having at least one satisfactory service certificate from Govt./PSU clients, however, if no such party is found in the process, BBMP will be at discretion to select Service Provider with no experience of Govt. / PSU clients, Bidder may send their bidsaccordingly.

45. No near relatives of the officials employed in BBMP are eligible to bid thistender.

46. The SP should have experience of providing the similar services such as IT – enabled services to at least one Govt. organizations, Departments and PSU clients. Experience of providing security related manpower will notbeconsidered.

47. The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number if available forrecord by theEmployer.

48. The persons so deployed shall not be below 18 years and not above 55 years.They will

performtheirdutiestothesatisfactionoftheEmployer.Arepresentativeo ftheService Provider will report at least once in a monthto the Employer or his representative at least once in a month for co-ordination with theEmployer.

49. The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Minimum wages act ESI, PF, Gratuity andBonus.

50. The service provider shall extend all benefits including leave, maternity leaveaccruing to them under the various applicable Labourlaws.

51. After deducting the applicable employee's contribution of PF (present rate 12%), ESI (present rate 0.75%) and professional tax if any. The payment to the personnel should be made only by ECS mode within fifth day of the next month for which the payment is due. The deducted employee'scontributionshould be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

52. The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13%) and ESI (present rate 3.25%) professional tax in the accounts of the personnelthroughnationalizedbankstotheappropriateauthoritieswith inthepresc ribed period.

53. TheServiceProvidershallsubmithisinvoiceforthemonthbeforethe tenthofthenext month. The invoice shall give the followingdetails:

    1. Salaryforthepersonnelbasedonattendance(computedatthequoted ratepermonth of 30 days less the employees contributed of (PF and ESI)supported by attendance sheet.
    2. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriateauthorities.
    3. Employers' contribution of PF and ESI supported with proof of having deposited the same with appropriateauthorities.
    4. Service Providers fees computed on the total of 1 to 3above.
    5. Service tax payable if any at the current rates on the total of 1 to 5above.

54. TheAnnualstatementofaccountsinrespectofeachpersonnelasissu

edbytheRegional Provident Fund Commissioner and ESI shall be furnished to eachof the personnel with copy to theEmployer.

55. The SP shall ensure the personnel have passed a medical examination by registered medical practitioner certifying that they are fit for duties for which they areengaged.

56. TheSPshallpaythemonthlyremunerationtothedeployedstaffasperthepaystructure indicated in the tender document, after deducting the statutory deductions like PF, ESI (employeecontribution).

57. The SP shall issue a Service Certificate in form XV to every employee whose services have been terminated by theSP.

58. The SP shall pay to the employees the minimum rates of wages prescribed for that employment. Where the work performed by the employees is same or similar kind of workastheworkmendirectlyemployedbytheprincipalemployer,thenthewagerates, holidays, hours of work and other conditionsof service of the contract workmen shall be the same as are applicable to the workmen directly employed by the BBMP on the same or similar kindofwork. Wages to the workmen shall be paid without any deductions of any kind except those permissible under Payment of Wages Act, 1936.

59. The SP has to send a half-yearly return in form XXIV in duplicate to the Licensing officer not later than 30days from the close of half year (1st January and 1st Julyevery year)

60. The SP has to display an abstract of the Act and Rules in English andKannada and also in the language spoken by the majority of theemployees.

61. The SP has to submit a return in form VI-A to the Inspector intimating the actual dates ofthecommencementandcompletionofcontractworkwithin 15daysasthecasemay be.

62. ThelicenseshallbedisplayedbytheSPprominentlyattheplaceofwork

63. The SP shall maintain personal register of eachemployee.

64. In case of delay in the release of payment to the Bidder, SP should make payment to the staffs towards their own internal sources at least for the period of Three-months (Liquid Cash Balance) amount should be maintained in the bank.

65. TheServiceProvidershallbeliabletotheorders/Notifications/ Circulars withregard to contract labours under the different labour acts which have been notified by the Government.

66. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.

67. Any conditional bid is liable to berejected.

68. Bids not following the two-cover format, or including price information inthe technical bid shall berejected.

69. The Earnest Money will be forfeited if the bidder rescinds from theoffer.

70. Bidsofferingrateswhicharelowerthantheminimumwagesforthepertinentcategory would berejected.

71. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc. The agency will maintain proper record as required under the Law / Acts.

72. Liability,ifanyarisingintheCourtoflaw/ TribunalsgovernedbyConstitutionofIndia under these acts shall be borne solely by theAgency.

42. Mode of Monthlypayment

Office of the ZC(West) shall submit the attendance certificates of staff to the SP on 2nd of everymonth.

The SP shall submit the salary bill of staff to the Chief Accounts Officeron or before 5th of everymonth.

TheChiefAccountsOfficershallafterdueverificationofbillsubmittedbytheSP get the counter signature of the Special Commissioner (Finance) and make monthly payment to the SP through ECS only on or before 10th of everymonth.

The monthly salary to the outsourced staffs shall be made through the electronic clearance system (ECS) by the SP on or before **05th ofeverymonth**.

A copy of monthly aquittance sheet including the bank statement ofthe previous month should be submitted by the SP to Chief

Accounts Officer. After verifying the same the monthly payment to the SP bemade.

In case of default in payment, the Deputy Commissioner (West) shall immediately write to Additional Commissioner (West) and Chief Accounts Officer about the non-payment and in turn the Deputy Commissioner (West) issue a show cause notice to the SP regardingthe default which shall be redressed within next 24hours.

If the SP fails to redress the non-payment of salary within 24hoursfrom the timeofissuanceofashowcausenoticebytheDeputyCommissioner(West )and the authority shall impose a penalty equal to the monthly defaulted salary of the staff.

In case of 2nd default, the Deputy Commissioner (West) shall along with imposing a penalty as above, the Additional Commissioner (West)shall report the matter to the Commissioner,BBMP

In case of 3rd default, Additional Commissioner (West) shall recommend for the termination of services of SP to the Commissioner,BBMP,

The Deputy Commissioner (West), Chief Accounts Officer shall ensure all statutory deductions like ESI, PF, tax etc., before making the payment to the SP every month throughECS.

## SECTION 3

**BRUHAT BENGALURU MAHANAGARA PALIKE**

**Sub: Supply of Manpower Services – Data Entry Operators to BBMP west Office, Bengaluru**

## QUALIFICATION OF STAFF

| SL. NO. | POST | REQUIREMENT | | |
|---|---|---|---|---|
| | | **QUALIFICATION** | **SKILL SET** | **EXPERIENCE** |
| 1. | **DATA ENTRY OPERATORS** | Minimum passed in PUC (10+2) or higher with certification in Basic Computer Knowledge from Recognized | Proficiency in English, Kannada typing and excellent use of Computer Working knowledge in use of computer & MS Office (word, excel & Power Point). Knowledge in usage of E-Office SoftwareApplication. Basic Software Knowledge Good Written and Communication Skills Fast Typing Speed Verbal and Written Communication | 3 to 5 years |

| | | | | |
|---|---|---|---|---|
| | | institution. | Skills The Ability toOperate Standard<br><br>Office Equipment Organizational and Time-managementSkills.<br><br>Excellentattention to detail<br>Ability to multitask effectively<br>Strongwritten and<br><br>verbal communication skills.<br>Ability to perform repetitive tasks with a high degree of accuracy<br>Comfortable working independently<br><br>with minimalsupervision. | |

| | | | | |
|---|---|---|---|---|
| **2.** | IT Co-Ordinator01 | Diploma / Any Degree | Work related to computer networking and Hardware work<br>Proficiency in English, Kannada<br>excellent use of Computer VC Management related online meeting<br>Working knowledge in use of computer & MS Office (word, excel & Power Point). Knowledge in usage of E-Office Software Application.<br>Basic Software Knowledge<br>Good Written and Communication Skills<br>Fast Typing Speed<br>Verbal and Written Communication Skills<br>The Ability to Operate Standard Office Equipment<br>Organizational and Time- management Skills.<br><br>Excellent attention to detail<br>Ability to multitask effectively communication skills. Ability to perform repetitive tasks with a high degree of accuracy<br>Comfortable working independently with minimal supervision. | 3 to 5 Years |
| **3.** | IT Co-Ordinator02 | | | |

## SECTION 4

**BRUHAT BENGALURU MAHANAGARA PALIKE**

**Sub: Supply of Data entry operators services to BBMP west zone offices on outsourced basis.**

## PAY STRUCTURE

| S N | NAME | Salary per Month (Basic+ VDA) as 2022-23 revised | EMPLOYER Contribution | | EMPLOYER'S SHARE | | Total (3+6+ 7) | SERVICE CHARGE OF AMT SHOWN IN COLUMN 8 | TOTAL (8+9) | GST FOR AMOUNT SHOWN IN COLUMN 10 | GRAND TOTAL (10+11) PAYABLE TO THE AGENCY |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ESI: 3.25% | PF: 13% | ESI: 0.75% | PF: 12% | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9*** | **10** | **11*** | **12** |
| 1 | DATA ENTRY OPERATOR | | | | | | | | | | |

*Column 9, and 11 as and when applicable.

**# Column 4 & 5 are payable from Employee Share (Part of Basic Pay)**

**NOTE: THE BASIC PAY + VDA MAY VARY AS PER THE MINIMUM WAGES ACT AS AND WHEN RELEASED AND WOULD BEPAID TO THE DATA ENTRY OPERATORSAS APPLICABLE DEPUTED TO BBMP WITHOUT ANY INCREASE IN THE SERVICE CHARGES COMPONENT CLAIMED BY THE SERVICEPROVIDER.**

**The Rates of Minimum Wages shall be as applicable for the Year2024-25.**

**Difference in the Rates of VDA will be paid as Government Order from time to time. (±)**

**TheVariation ofPFand ESIofEmployerContribution willbeasperGovernmentOrderfromtime to time.(±)**

## SECTION 5

## FORM OF BID, TECHNICAL BID

**To,**

**JC west**

**Bruhat Bengaluru MahanagaraPalike**

**……**

Subject: Supply of Manpower Services – Data Entry Operators to BBMP west zone– Reg.,

**TenderNo: /_____ dated-----**

Dear Sir,

1. I/We, the undersigned (hereinafter called The Bidder having read & examined all the Sections i.e., Statutory obligations and General Term & Conditions Manpower requirements etc in connection with the above-mentioned works offer to execute and complete the whole of the saidworkasawardedtous,inconformitywiththetermsandconditionsandasperAgreement.
2. I / We, hereby submit our bid and undertake to keep our bid for above work valid for a period of 180 days from the date of opening of bid. We hereby further undertake duringhe said period I/we shall not vary/alter or revoke my/ourbid.
3. Until an agreement is prepared an executed, this offers together with our written acceptance thereof,shallconstituteabindingcontractbetweenus.WeunderstandthatBBMPisnotbound to accept the lowest of any offer it may receive. If our offer is accepted, we undertake to complete the whole of the said work as warded to us within the time statedherein.
4. If our bid is accepted, we will submit as performance security sum of equivalent to 5.0%of the total value of the contract (Payment released by BBMP for 24months).
5. We will supply the dedicated staff to perform the assigned work diligently and ensure 100% accuracy and timelines at alltime.
6. We will forward the payroll sheet to Chief Accounts Officer which will ensure 100% transparency in ourtransactions.
7. WeshallindemnifyandholdharmlesstheConsortiumagainstanyandallclaims,demandsand / or judgments of any nature brought against the Consortium arising out of the Services ofour staff deployed under thecontract.
8. The particulars of our Organization& other relevant details/supporting documents are enclosed.

Signed……

In the Capacityof.....

Duly authorized to sign offers for and behalf of

.....

.....Bidder’s name.....

Designation.....

**Phone no----------**

# TECHNICAL BID

**Sub: Supply of Manpower Services – Data Entry Operators to BBMP WEST ZONE**

Tenderref: Date:

To be filled in by the bidder (enclose copy of documents to support your statement)

| | | |
|---|---|---|
| 1. | Name and Postal Address of the Bidder along with Contact details | |
| 2. | Tick as applicable | |
| | 1) Bidder has their office and business Establishment in City of Bangalore and the bidder must be a Company / LLP registered under Companies Act, 1956 or Companies Act, 2013, or LLP | Yes/No |
| | Act, 1988 respectively with existence in business with at least 5 years of experience as Pvtor LLP (Copy of registration certificate (s) to be uploaded in the portal) | Yes/No |
| | 2) a) Annual turnover of the bidder shall not be less than Rs. 10,00,00,000/- (2times the estimate cost of this project) However the bidder/service provider should have executed IT / IT project /services to the extent of Rs. 200.00 lakhs in each of the past three financial years i.e., 2021-22,2022-23 & 2023-24. Documentary evidence should be provided to the above effect. (Upload Company balance Sheet for last 3 financial years with work orders) | Yes/ No |
| | **b)** Bidder has minimum three years i.e., 2021-22, 2022-23 & 2023-24 of preceding continuous experience as MANPOWER SUPPLYING AGENCY with PSU/Central Govt. / State govt. | Yes/N o |
| | 3) Is your concern incorporated under the Companies Act of 1956? | Yes/N o |
| | 4) Do you have a specific license from the Labour Department/ Inspector of Factories/Shops/Labour for undertaking service contracts? | Yes/ No |
| | 5) Registration / Allotment no of ESI | Yes/N o |

| | | |
|---|---|---|
| | 6) Registration / Allotment no of EPF<br>7) Details of Records Maintenance as per Contract Labour<br>(Regulation and Abolition) Act. 1970.<br>8) Any system for verification of antecedents of candidates<br>available.<br>9) Any scheme of insurance coverage prevalent for manpower<br>supplied under service contract.<br>10) Any other social security scheme<br>11) Satisfactory service certificate from Govt/PSU clients. | Yes/<br>No<br>Yes/No<br>Yes/No |

| | | |
|---|---|---|
| | 14) Bidder Should have provided Minimum 100 man power to Government Department in the last three financial years (Upload Government Workorders)<br>15) The Bidder should have valid labour License certificate for Minimum 1,000 Employees for last two financial years.<br>(Upload proof of all above items) | Yes/No<br><br>Yes/No |
| 3. | Income tax Permanent account Number (PAN):<br>(attach proof of allotment, it should be allotted to the bidder PAN No…… | Yes/No |
| 4. | Whether Income Tax returns filed for the past 2 years i.e., for the year 2022-23 & 2023-24 (attach proof) | Yes/No |
| 5. | Service Tax Registration Number<br>(attach proof) | Yes/No |
| 6. | Experience (attach performance certificate from the govt / PSU:<br>Minimum 3 years preceding and continuous i.e., 2021-22, 2022-23 & 2023-24.) | Yes/No |

Date
Seal

Signature
Designation

## SECTION 6

## UNDERTAKING AND CERTIFICATION OF NON-PARTICIPATION

This deed of undertaking executed on this ----- day of ----- two thousand and -------

---------- by (name of sole proprietor/partner/Director/authorized representative, theFirm, Company orpartnershipetc)___S/O_____ _____residingat_____ _____on behalf of saidM/s_____ _____(c) having it'sofficeat _____and duly authorized to sign, and verify present undertaking by the said----------

(Name of the Firm, Company, Trust, Society etc) in favour of General Consultant to BBMP having it'sOfficeat , Banaglore-560 002, Hereafter called BBMP(which terms shall mean and include its successors, administrator, heirs and assigns.

Whereas BBMP invited bids for ---------- I/We participated in the bidding process and emerged as successful bidder with respect to Tender no. ----------

I/We_____acknowledge thatI/We_____ ----- have fully understood and are aware of the terms & conditions of the Tender / Contract and do hereby unequivocally and unconditionally undertake and declarethat.

1. I/We ---------- shall comply with all the Rules / Regulations/ Laws/Government instructions/status etc., that are applicable / willbe made applicant and or are aimed to protect the interest of the workers/employees engagedbyme/usinthepastandduringthecourseofperformanceofthecontract with BBMP.
2. I/We comply with the tenderconditions.
3. I/We protect, indemnify and hold harmless BBMP and its employees, officers, directors' agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relatingto:
    a. Any breach violation of any direction, order from any governmental authority any provisions of the labour laws, statue or regulation that areof will be aimed to protect the interest of the workers/ laborers engaged bythe service provider in pas and during the course of this contractOR.
    b. Any other payments, Claims or liability that may arise for ensuring compliancefortheprovisionsofanyofthelabourlawsoranyotherlawsetc. OR
    c. And other claim made by any third party in connection with any violation of any of laws, guidelines, instruction etc., in witness whereof this undertaking has caused on the ---------- Day---------- Monthof_____year_____

Date:

Place

Signature.....

Name.....
Designation.....

Witness1.....

2.....

(Certificate of Non-participation of near Relatives in the tender called for **SUPPLYOF MANPOWER SERVICES TO OFFICES OF BRUHAT BENGALURUMAHANGARA PALIKE THROUGH OUTSOURCING AGENCY** as required under SectionIV.

**CERTIFICATE**

I.....S/o.....

---------- ----------

---hereby certify that none of my relative (S) are employed in BBMP, In case at any stage,it isfoundthattheinformationgivenbymeisfalse/incorrect,BBMPshallhavethea bsoluteright to take any action as deemed fit/without any prior intimation tome.

Service Provider

SignedName

---

Position

---

Date

---

**SECTION**

**7FINANCIAL**

**BID**

**Sub: Supply of Manpower Services – Data Entry Operators to BBMP WEST ZONE, Bengaluru**

**TENDERNo: Dated:**

**Fees structure for supply of Manpower Supply to BBMP**

| Sl. No. | Description | * Service Charges i.e., Fees as quoted in terms of % on monthly Salary paid to theEmployee per month | |
|---|---|---|---|
| | | In Figure | In Word |
| 1. | If monthly Salary paid as per the Staff Requirement schedule: | | |

***Note:***

1. **** indicates the service charge does not include GST component. The applicable service will be claimed in the monthly invoice as per prevailingrates.***
2. ***The rates should be quoted taking into cognizance the Minimum Wages Act1948, the Minimum Wages (Central) Rules, Equal Remuneration Act 1976,Central Rules 1976andanyotherActspassedbyStateGovernment/CentralGovernmentfromtime to time.***
3. ***The 'Eligible Bidder' shall be selected based on prices quoted by theparticipant bidder and his/hertechnicalities.***
4. ***The prices should be free from over-writing/corrections etc. failing which thebids shall be summarilyrejected***

Signed.....

In the Capacityof.....

Duly authorized to sign offers for and on behalf on ----------

Bidder’sName.....
Designation.....
.....
Phone no.....

## SECTION 8

## CONTRACT AGREEMENT

This CONTRACT SERVICES AGREEMENT (hereinafter referred to as the Agreement)is executed on this ------- day of ---- byandbetween

having its registered office at

-------- shall mean and include all its legal representatives, and assigns of the First Part, referred as Service Provider (SP)

AND

Bruhat Bengaluru MahanagaraPalike located at ……., Bengaluru – 560002 hereinafter referred to as "BBMP" which term shall mean and include all its legal representatives, and assigns of the Second Part.

This contract agreement is valid for a period of Two years, extendable depending upon the performance of the Service Provider and mutual consent by both the parties.

TheBBMPshallensurethatitshallsharetheattendancesheetoftheContractEmployeeswith the Contract Firm on the 1st day of every month for services performed in theprevious month so as to enable the Service Provider to process the Payrollstatement.

The Service Provider shall ensure that it shall prepare and forward the Payroll Sheet as perthe attendance approved by the client in the time sheet on or before 3rd day of every month for services performed in the previous month.

The BBMP shall ensure that on receipt of the Payroll sheet make ECS payment to the Service Provide (CONTRACT FIRM) for the aforesaid Service Provider which shall include all componentsofsalary,contributiontoemployee'sPF,ESIincentivesetc…,andservicecharges oftheServiceProviderasagreeduponduringthetimeofthiscontract.TheBBMP shalldeduct taxes and income taxes as TDS on the service charges by the Service Provider at prevailing marketrates.

THE SERVICE PROVIDER shall charge the BBMP a service charge as per LOA dated on the Gross Salary earned by all Contract Employees rolls during the period of thiscontract.

The SERVICE PROVIDER shall raise an invoice on BBMP for services performed in the previous month on or before 5th of every month.

The BBMP agrees to pay the Contract Fee as per the invoice / Payroll statement which is payable by the BBMP within fifteen working days

from the date of receipt of bill for services performedinthepreviousmonthsoastoenabletheServiceProvidertomakepayment oftheir Contract Employees. But the SERVICE PROVIDER should make their own arrangements to payallthestafftheirsalarywithin5th dayofeverymonthfromtheirownsourcesfor03months.

The employees of the Service Provider will be entitled for only gazzetted Holidays declared by BBMP and a casual leave of one day every month and Maternity Leave as perGovernment applicablerules.Anyothertypesofleavesenjoyedbyregular/contractemployeeswillnotbe applicable to theseemployees.

The SP shall make necessary and prompt arrangement for alternative staff in case the staffengaged proceeds on leave for more than 2 days.

The staff shall be regarded on the rolls of the SP and shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws.

In the event of default on part of the SP to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SP / Firm at the risk and cost of the defaulting SP / Firm.

The employees of the Service Provider shall diligently follow the instruction of senior officers and authorities under whom they are posted from time to time and will ensure service deliverables as required by them.

Theemployeesoftheagencymayberequiredtoattendofficebeyondofficehours ofonholidays asandwhenthereisneedforsuchworkandsuchemployeeswillbegivenleaveoft hetotalextra hours worked and in no circumstances any extra payment will be made on thisaccount.

It will be the liability of the agency of for all loss or damages caused by the employees of the Service Provider out of their actions, default or negligence.

BBMP shall have the right to instruct the SP to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.

SERVICE PROVIDER shall ensure that its candidates have made truthful representations in their resumes SERVICE PROVDER shall ensure that it has verified the basic credentials ofthe candidate like education, experience, technical competency, salary details etc before short- listing.

The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number for record by the

Employer.

Thepersonssodeployedshallnotbebelow18yearsandnotabove55years.Theyw illperform their duties to the satisfaction of the Employer. A representative of the Service Provider will reportatleastonceinamonthtotheEmployerorhisrepresentativeatleast onceinamonthfor co-ordination with theEmployer.

ThepersonneldeployedbytheServiceProvidershallbecoveredasperapplicabl eactandrules under the Minimum wages act ESI, PF, Gratuity andBonus.

The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

After deducting the applicable employee's contribution of PF (present rate 12%), ESI(present rate 0.75%) and professional tax if any. The payment to the personnel should be made only by ECSwithinfifthdayofthenextmonthforwhichthepaymentisdue.Thedeductede mployee's contribution should be deposited in the accounts of the personnel through nationalized banksto the appropriate authorities within the prescribed time periodfailed which the Service Provider will be heldresponsible.

The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate13%)andESI(presentrate3.25%)professionaltaxintheaccountsofthepers onnelthrough

nationalized banks to the appropriate authorities within the prescribed period failed which the Service Provider will be held responsible.

The Service Provider shall submit his invoice for the month before the tenth of the next month. The invoice shall give the following details:

1. Salaryforthepersonnelbasedonattendance(computedatthequoted ratepermonth of 30 days less the employees contributed of (PF and ESI) supported byattendance sheet.
2. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriateauthorities.
3. Employers' contribution of PF and ESI supported with proof of having deposited the same with appropriateauthorities.
4. Service Providers fees computed on the total of 1 to 3above.
5. Service tax payable if any at the current rates on the total of 1 to 5above.

The Annual statement of accounts in respect of each personnel as issued by the Regional ProvidentFundCommissionerandESIshallbefurnishedtoeachofthepersonnel withcopyto theEmployer.

This is a contract Services Agreement and the liability of BBMP is limited only to the payment of agreed Contract Fees as mentioned. This Agreement shall not be interpreted ascreating any legal relationship between BBMP and the Service Provider.

Thisisafullandfinalagreementandthisagreementsupersedesallprioragreeme nt,eitherverbal or written, However, all Bid forms and the Statutory Obligations and General Terms & Conditions signed separately also form part of this contract, Courts at Bengaluru shall have jurisdiction over thisContract.

| | |
|---|---|
| For<br>(ServiceProvider) | For<br>BBMP |
| Signature | Signature |
| Name<br>Designation | Name<br>Designation |